

KNOW ALL MEN BY THESE PRESENTS,
22767

THAT MAINE CENTRAL RAILROAD COMPANY, a corporation organized and existing under the laws of the State of Maine and located in the County of Cumberland and State of Maine, whose mailing address is Rigby Road West, P. O. Box 9701, Portland, Maine 04104, in consideration of One Dollar and other valuable consideration paid by Ware-Butler, Incorporated, whose address is 14 North Street, Waterville, Maine 04901, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said Ware-Butler, Incorporated, its successors and assigns forever, a certain parcel of land situated in the City of Waterville, in the County of Kennebec and State of Maine, and bounded and described as follows:

TRANSFER
TAX
PAID

Beginning at an iron pin set for a corner in the northeasterly right of way line of said North Street, said iron pin being located S 58°00'11" E a distance of 78.78 feet from a highway monument also in said right of way line at P.C. Station 4 + 88.30, said iron pin also being located N 76°28'55" E a distance of 100.41 feet from another highway monument on the southwesterly side of said North Street and 72.13 feet from the first mentioned highway monument (for reference to the highway and the monuments above, see M.D.O.T. Right of Way Map for State Aid Highway No. "15", Waterville-North Street Bridge, Federal Aid Project No. US-0219, sheet #2); thence S 64°37'16" E along the northeasterly right of way line of said North Street a distance of 248.00 feet to an iron pin; thence N 17°29'13" E a distance of 50.48 feet to an iron pin; thence N 64°37'16" W parallel to said North Street and 50.00 feet distant therefrom a distance of 241.07 feet to an iron pin; thence S 25°22'44" W a distance of 50.00 feet to the iron pin at the point of beginning.

Ware Butler

Together with the right to utilize for a right of way a paved passageway as it now exists between the southeasterly line of the parcel herein conveyed and the northwesterly line of land of Carroll J. & Jolene P. Houle.

The herein described parcel contains 0.28 acres, more or less, as shown on a plan by K&K Land Surveyors, Inc., Oakland, Maine, entitled Plan of Property - Maine Central Railroad to Ware-Butler, Inc., North Street, Waterville, Maine, dated August 1986 and made a part hereof.

By the acceptance of this deed and as part consideration therefor, the Grantee covenants for itself, its successors and assigns, to assume and hereby does assume any and all obligations and liabilities of the Grantor, its successors and assigns, relative to underground facilities, drainage, culverts, walls, crossing and/or structures located in whole or in part within the limits of said above-described parcels.

By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees for itself, its successors and assigns, to make no use of the above-described parcel area, which, in the sole and reasonable opinion of the Principal Engineering Officer of the Railroad operated by the Grantor, its successors and assigns, adversely affects, increases or decreases drainage from or in remaining land or location of the Grantor, its successors and assigns; provided, further, Grantee hereby covenants and agrees for itself, its successors and assigns, not to permit or allow either directly or indirectly drainage to flow from the above-described parcel area onto land of the Grantor, its successors and assigns, including, but not by way of limitation, flowing drainage from said above-described parcel area into or to existing drainage ditches or culverts located either in part or entirely upon remaining land and location of the Grantor, its successors and assigns; provided, further, the Grantee covenants and agrees for itself, its successors

and assigns, to indemnify and save harmless the Grantor, its successors and assigns, from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death, arising out of or in any way attributable to breach of the covenants contained in this paragraph.

By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees for itself, its successors and assigns, to build and forever maintain fences (together with any necessary gate) suitable to the Principal Engineering Officer of the Railroad operated by the Grantor, its successors and assigns, along the boundaries of said parcel which are common to the remaining land and location of the Grantor, its successors and assigns, if fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer, his successors and assigns, at any time hereafter; provided, however, if the said Grantee, its successors or assigns, shall fail to install and/or maintain, repair or replace said fence or fences (or gate) within sixty (60) days after having been requested and/or ordered to erect or forever maintain said fence or fences (or gate) by the Principal Engineering Officer, or his successors or assigns, then the Grantor, its successors or assigns, shall have the right to install, maintain, repair or replace said fence or fences (or gate) and the Grantee further covenants and agrees for itself, its successors and assigns, that upon the rendition of a bill for all cost and expense of installation, maintenance, repair or replacement of said fence or fences (or gate) by the Grantor to the said Grantee, then the Grantee shall pay said bill in full within thirty (30) days from the date of receipt of such bills. The Grantee further covenants and agrees that any said bill not paid within thirty (30) days shall become subject to a finance charge computed at a periodic rate of 1.5% per month applied to the

previous balance after deducting any current payment, if said finance charge is lawful. If said finance charge is not lawful, then the finance charge shall be the highest amount chargeable under the law up to said 1.5% per month charge. If the Grantee, for any reason whatsoever, fails to pay said bill with finance charge, and the Grantor seeks and obtains a court judgment favorable to the Grantor in the matter of payment, the Grantee, its successors and assigns, covenant and agree to pay the Grantor's reasonable legal and attorney fees and costs for related legal action.

The Grantor reserves unto itself, its successors and assigns, a permanent right-of-way and easement along the entire length of the said parcels described above, for the purpose of construction, installation, operation, maintenance, repair, reinstallation, relocation and removal of telecommunication transmission systems to be located in, under, along and through said parcels described above; such installation thereof is desired by the Grantor, its successors and assigns; together with the right of access to the area where the cable is to be located; provided, further, this conveyance is made expressly subject to the right reserved to the Grantor, for itself, its successors and assigns, to freely assign this reserved right to others. By the acceptance of this deed and as part consideration therefor, the Grantee hereby covenants and agrees for itself, its successors and assigns, to permanently recognize this reservation as a reserved right-of-way and easement appurtenant, and further covenants that upon the request of the Grantor, its successors and assigns, to execute documents suitable in form for recording in the Registry of Deeds, which documents confirm and acknowledge this reservation to the Grantor's successors and assigns, and acknowledge the right of the Grantor, its successors and assigns, to assign same to third parties. Said documents to be executed without the payment of further consideration of any

kind by the Grantor, its successors and assigns, to the Grantee, its successors and assigns. Provided, however, the Grantor covenants and agrees for itself, its successors and assigns, to replace and restore the surface of the reserved easement areas to the reasonable satisfaction of the Grantee, its successors and assigns, to the same or as good condition as existed prior to the undertaking of any work thereon, in the event the surface of the location thereof has been paved by the Grantee, its successors or assigns.

This conveyance is made subject to the following restriction for the benefit of other land of the Grantor, to wit: that from the date of the deed hereof neither the Grantor, nor its successors or assigns, shall ever be liable to the said Grantee, its successors or assigns, or to any lessee or user of said parcel of land or of any part thereof, for any damage to any buildings or property upon the above-described premises caused by fire whether communicated directly or indirectly by or from locomotive engines upon the railroad operated by the Grantor, its successors or assigns, or otherwise.

This conveyance is made without granting any right of way either by necessity or otherwise over remaining land or location of the Grantor, its successors and assigns.

Excepting from the conveyance any and all sections of railroad tracks and railroad track materials and/or appurtenances as are located in whole or in part within the limits of the described parcel and the said conveyance is hereby subject to the reserved rights of the Grantor, its successors and assigns, to enter upon said parcel from time to time and at any and all times within the 90-day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the sole and reasonable opinion of the Principal Engineering Officer of the Railroad operated by the Grantor, are necessary for the removal of said sections of

railroad tracks, railroad track materials and/or appurtenances; provided, however, that days during the months of December, January, February and March shall not be counted or included in the aforesaid 90-day period. It is agreed that if the Grantor, during said 90-day period shall not have removed any and all of the said railroad trackage or railroad track materials and appurtenances, said railroad trackage and railroad track and materials and appurtenances shall be deemed abandoned by the Grantor and shall become the property of the Grantee subject to such disposition as the Grantee, its successors or assigns, may make without any financial or other obligation of any kind to said Grantor, its successors or assigns.

Excepting from this conveyance any and all overhead and/or underground facilities as are now located within the limits of the above-described parcel; and said conveyance is hereby made subject to the rights of the Grantor, its successors, assigns and licensees, to maintain and use said overhead and/or underground facilities in their present location; and further, subject to the right of the Grantor, its successors, assigns and licensees, to enter upon the above-described parcel from time to time and at any and all times in order to maintain, repair, replace, renew, relay and remove and use said overhead and/or underground facilities.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, the said Ware-Butler, Incorporated, its successors and assigns, forever.

AND IT DOES COVENANT with the said Grantee, its successors and assigns, that it will warrant and forever defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under MAINE CENTRAL RAILROAD COMPANY.

IN WITNESS WHEREOF, the said Maine Central Railroad Company has caused these presents to be executed in its name, and its corporate seal to be hereto affixed, by its Attorney-in-fact, Robert F. MacSwain, thereunto duly authorized, this 16TH day of September, 1986.

MAINE CENTRAL RAILROAD COMPANY

By: 

Robert F. MacSwain
Its Attorney-in-fact by virtue
of a Power of Attorney dated
December 13, 1984.

COMMONWEALTH OF MASSACHUSETTS

I HEREBY CERTIFY that on this day, before me, personally appeared the above-named Robert F. MacSwain known to me or satisfactorily proved to be the person whose name is subscribed to the within instrument and that he acknowledged executing the foregoing instrument freely and voluntarily under authority vested in him by said corporation and that the seal affixed thereto is the true corporate seal of the said corporation.

Witness my hand and official seal this 16th day of September 1986.



Donna Hinch
Notary Public
My Commission Expires: 9-25-92
DONNA HINCH

RECEIVED
1986 OCT 6 PM 1:51
RECORDED FROM ORIGINAL

RECEIVED KENNEBEC SS.

1986 OCT -6 PM 1:51

RECORDED FROM ORIGINAL